

BOARD OF EDUCATION OF BALTIMORE COUNTY

Employment Contract for Non-Certificated Professionals

Donald A. Peccia

Employee's Name

Social Security No.

Home Address

Home Phone Number

Assistant Superintendent, Human Resources
Name of Position

WHEREAS, the herein named person has been offered employment with and for the **Board of Education of Baltimore County** in the position of Assistant Superintendent of Human Resources.

WHEREAS, the herein named individual (hereinafter, "Employee") and the **Board of Education of Baltimore County** (hereinafter "Board"), do acknowledge and attest that this position is not a regular teaching position, and

WHEREAS, the parties hereto believe that it is in their best interest to clarify and establish the mutual benefits and legal obligations arising and existing between them,

NOW THEREFORE, this Employment Contract is entered into as of this 1st day of July 2011. The parties hereby agree to this contract and covenant as follows:

1. Term

It is agreed that the term of this contract is for three school years, beginning July 1, 2011, expiring by its term no later than June 30, 2014. The Superintendent of Schools may not terminate this employment contract for any other cause other than gross misconduct. In the event that the Superintendent attempts to terminate this employment contract during the school year, for any reason other than gross misconduct, the employee will be paid the full salary and benefits that remains on the

contract.

Should the Superintendent exercise his option to terminate this contract during the school year, the Employee shall receive payment for any unused vacation time, and such payment shall be made within thirty days (30) following the date of termination.

Any decision regarding the renewal of this contract beyond its expiration date shall rest within the sole and exclusive province of the Superintendent of Schools. The contract may be renewed on a year-to-year basis following its original term.

2. Reduction In Force

In any case where the Board of Education of Baltimore County must effect a reduction in force, or change in staffing due to budgetary actions which directly or indirectly impacts on the position described herein, and this position must either be abolished, reduced, or changed in nature or scope of activity, then the employee will be paid full salary and benefits for the balance of the contract.

3. Education Article

The parties agree that neither the provisions of §6-202 of the Education Article of the Annotated Code of Maryland, nor the provisions of Superintendent's Rule 4118.2 *Procedure for Penalizing or Terminating Teachers on Tenure Whose Work is not Satisfactory*, or any successor provision thereof, are in effect in any matter covered by this contract and shall not be enforceable in any suspension and/or dismissal proceeding. The Employee is entitled to the right of appeal as set forth in Section 4-205 (c)(4) of the Education Article of the Annotated Code of Maryland in cases of termination for cause. Such appeal shall be the sole remedy available to the Employee in the event of termination for cause.

4. Benefits

It is further agreed that the individual named herein may be entitled to receive retirement benefits, subject to confirmation of eligibility by the appropriate retirement agency. Eligibility for membership in a retirement system is not within the province of the Board of Education of Baltimore County, nor does the Board make any representations of fact or law concerning such eligibility.

It is further agreed that the herein named individual shall be entitled to participate in employment benefits (subject to applicable employee costs) on a full time (FTE 1.0) basis, as provided to those professional non-certificated employees covered by the Master Agreement with the Council of Administrative and Supervisory Employees (CASE).

It is further agreed that an automobile stipend shall be remitted to the employee at the same monetary level as other superintendent's staff.

5. Employee's Obligations

The Employee agrees to devote his/her full time efforts in a manner deemed appropriate to the Board of Education of Baltimore County in the performance of the duties and responsibilities as set forth for the position herein described.

The Employee agrees not to vacate this position, resign from his/her employment or otherwise terminate services with the Board of Education of Baltimore County without providing written notification to the Department of Human Resources of the intention to resign or to otherwise terminate services at least thirty (30) days prior to the effective date of resignation.

The Employee shall fulfill to the best of his/her ability all the duties and

responsibilities assigned to that individual by his/her Supervisor, and/or all those duties and responsibilities as required by the rules and regulations of the Board of Education of Baltimore County, and/or as provided by Federal, State or Local laws.

It is further agreed that the Employee accepts and acknowledges this Employment Contract, to take effect on July 1, 2011.

Date of Signing

On behalf of the BOARD OF EDUCATION OF BALTIMORE COUNTY,

Office of the Superintendent

Joe A. Sanita

By the EMPLOYEE,

Ronald A. Pecora

Employee

Social Security No.

April 13, 2011

Date

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